

"Collateral"), subject, only in the event of the occurrence and during the continuance of an Event of Default, to the payment of the Carve Out (all such liens and security interests granted to the Agent, for its benefit and for the benefit of the DIP Lenders, pursuant to this Order and the DIP Documents, the "DIP Liens"):

(a) First Lien On Cash Balances And Unencumbered Property.

Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon all pre-petition and post-petition property of the Debtors, whether existing on the Petition Date or thereafter acquired, to the extent not subject to valid, perfected, non-avoidable and enforceable liens in existence as of the Petition Date or valid liens in existence as of the Petition Date that are perfected subsequent to such date to the extent permitted by section 546(b) of the Bankruptcy Code (collectively, "Unencumbered Property"), including without limitation, all cash and cash collateral of the Debtors (whether maintained with the Agent or otherwise) and any investment of such cash and cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing, *provided, however*, that the Borrower and the Guarantors shall not be required to pledge to the Agent in excess of 65% of the voting capital stock of its direct Foreign Subsidiaries or any of the capital stock or interests of its indirect Foreign

Subsidiaries (if, in the good faith judgment of the Borrower, adverse tax consequences would result to the Borrower). Unencumbered Property shall exclude the Debtors' claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550 and 553(b) of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code (collectively, "Avoidance Actions"), and any proceeds or property recovered, unencumbered or otherwise the subject of successful Avoidance Actions.

(b) Liens Priming Pre-Petition Secured Lenders' Liens. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien upon all pre-petition and post-petition property of the Debtors (including, without limitation, cash collateral, inventory, accounts receivable, other rights to payment whether arising before or after the Petition Date, contracts, properties, plants, equipment, general intangibles, documents, instruments, interests in leaseholds, real properties, patents, copyrights, trademarks, trade names, other intellectual property, capital stock of subsidiaries, and the proceeds of all the foregoing), whether now existing or hereafter acquired, that is subject to the existing liens presently securing the Pre-Petition Debt (including in respect of issued but undrawn letters of credit). Such security interests and liens shall be senior in all respects to the interests in such property of the Pre-Petition Secured Lenders arising from current and future liens of the Pre-Petition Secured Lenders (including, without limitation, adequate protection liens granted hereunder), and shall be subject and subordinate to (i) the Carve Out (except as provided in paragraph 6 hereof), (ii) any valid,

perfected and unavoidable interests of other parties arising out of liens, if any, on such property existing immediately prior to the Petition Date, (iii) any valid, perfected and unavoidable interests in such property arising out of liens to which the liens of the Pre-Petition Secured Lenders become subject subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code and (iv) statutory liens or security interests arising after the Petition Date and permitted under the DIP Credit Agreement that by operation of law would have priority over a previously perfected security interest.

(c) Liens Junior To Certain Other Liens. Pursuant to section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected security interests in and liens upon all pre-petition and post-petition property of the Debtors (other than the property described in clauses (a) or (b) of this paragraph 7, as to which the liens and security interests in favor of the Agent will be as described in such clauses), whether now existing or hereafter acquired, that is subject to valid, perfected and unavoidable liens and, as to Pre-Petition Payables and Setoffs (each as defined below) in existence immediately prior to the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code, which security interests and liens in favor of the Agent and the Lenders are junior to such valid, perfected and unavoidable liens and Setoffs.

(d) Liens Senior To Certain Other Liens. The DIP Liens, the Adequate Protection Liens, the Replacement Liens and the Junior Adequate Protection

Liens (each as defined below) shall not be subject or subordinate to (i) solely in the case of the DIP Liens, any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or (ii) any liens arising after the Petition Date including, without limitation, any liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors other than with respect to any liens or security interests arising after the Petition Date and permitted under the DIP Credit Agreement to be senior to the DIP Liens.

8. *Protection Of DIP Lenders' Rights.*

(a) So long as there are any borrowings or letters of credit or other amounts (other than contingent indemnity obligations as to which no claim has been asserted when all other amounts have been paid and no letters or credit are outstanding) outstanding, or the DIP Lenders have any Commitment (as defined in the DIP Credit Agreement) under the DIP Credit Agreement, the Pre-Petition Agent, the Pre-Petition Secured Lenders, the holders of Replacement Liens, the holders of Junior Adequate Protection Liens and the holders of Debtor Liens (as defined below) shall (i) take no action to foreclose upon or recover in connection with the liens granted thereto pursuant to the Existing Agreements or this Order, or otherwise exercise remedies against any Collateral, except to the extent authorized by an order of this Court and (ii) be deemed to have consented to any release of Collateral authorized under the DIP Documents, *provided* that the Pre-Petition Agent and any Pre-Petition Secured Lender may appear

and be heard as a party in interest in connection with any proceeding relating to the sale, transfer or other disposition of any Collateral and (iii) not file any further financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments, or otherwise take any action to perfect their security interests in the Collateral unless solely as to this clause (iii), the DIP Lenders file financing statements or other documents to perfect the liens granted pursuant to this Order, or as may be required by applicable state law to continue the perfection of valid and unavoidable liens or security interests as of the Petition Date. Notwithstanding the foregoing, the Pre-Petition Secured Lenders shall be permitted to file pleadings with respect to any proposed sale, transfer or other disposition of the Collateral by the Debtors outside the ordinary course of business so long as such pleadings do not contravene the provisions of this paragraph 8 and do not otherwise interfere with the exercise of any right or remedy by the Agent or the DIP Lenders. Nothing herein shall be read to permit the Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens, the holders of Junior Adequate Protection Liens or the holders of Debtor Liens to take any action in violation of the Bankruptcy Code or other applicable law. This paragraph 8(a) defines the relative rights of the DIP Agent and the DIP Lenders, on the one hand, and the Pre-Petition Agent and the Pre-Petition Secured Lenders, on the other, and is not intended to confer any rights on the Debtors except with respect to the Debtor Liens.

(b) The automatic stay provisions of section 362 of the Bankruptcy Code are vacated and modified to the extent necessary to permit the Agent and the DIP

Lenders to exercise, (i) immediately upon the occurrence of an Event of Default, all rights and remedies under the DIP Documents other than those rights and remedies against the Collateral as provided in clause (ii) below, and (ii) upon the occurrence and during the continuance of an Event of Default and the giving of five business days prior written notice to the extent provided for in the DIP Credit Agreement (promptly upon receipt of such notice, the Debtors shall provide a copy of such notice to counsel for the Creditors' Committee), all rights and remedies against the Collateral provided for in the DIP Documents (including, without limitation, the right to setoff monies of the Debtors in accounts maintained with the Agent or any DIP Lender). In any hearing regarding any exercise of rights or remedies, the only issue that may be raised by any party in opposition thereto shall be whether, in fact, an Event of Default has occurred and is continuing, and the Debtors, the Pre-Petition Agent, the Pre-Petition Secured Lenders, and the holders of Replacement Liens or Junior Adequate Protection Liens hereby waive in such capacities, but not in capacities as holders of general unsecured claims, their right to seek relief, including, without limitation, under section 105 of the Bankruptcy Code, to the extent such relief would in any way impair or restrict the rights and remedies of the Agent or the DIP Lenders set forth in this Order or the DIP Documents. In no event shall the Agent, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, or the holders of Replacement Liens or Junior Adequate Protection Liens be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the Collateral.

9. *Limitation On Charging Expenses Against Collateral.* Except to the extent of the Carve Out, no expenses of administration of the Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Collateral pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the Agent or the Pre-Petition Agent, as the case may be, and no such consent shall be implied from any other action, inaction, or acquiescence by the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders.

10. *The Cash Collateral.* To the extent any funds of any Debtor party to the Existing Agreements (other than funds in accounts subject to lock-box arrangements under the Debtors' receivables financing) were on deposit with the Pre-Petition Secured Lenders as of the Petition Date, including, without limitation, all such funds deposited in, or credited to, an account of any Debtor party to the Existing Agreements with any Pre-Petition Secured Lender immediately prior to the filing of the Debtors' bankruptcy petitions (the "Petition Time") (regardless of whether, as of the Petition Time, such funds had been collected or made available for withdrawal by any such Debtor), such funds (the "Deposited Funds") are subject to rights of setoff. By virtue of such setoff rights, the Deposited Funds are subject to a lien in favor of such Pre-Petition Secured Lenders pursuant to sections 506(a) and 553 of the Bankruptcy Code. The Pre-Petition Secured Lenders are obligated, to the extent provided in the Existing Agreements, to share the

benefit of such liens and setoff rights with the other Pre-Petition Secured Lenders party to such Existing Agreements. The cash of the Debtors party to the Existing Agreements, including, without limitation, the Deposited Funds or any other funds on deposit at the Pre-Petition Secured Lenders as of the Petition Date, and any proceeds generated by the collection of accounts receivable, sale of inventory or other disposition of the Pre-Petition Collateral are cash collateral of the Pre-Petition Secured Lenders within the meaning of section 363(a) of the Bankruptcy Code, and all such "cash collateral" is referred to herein as "Cash Collateral." The Pre-Petition Secured Lenders have objected to the use by the Debtors of the Pre-Petition Collateral, including Cash Collateral, except on the terms of this Order.

11. *Use Of Cash Collateral.* The Debtors are hereby authorized to use all Cash Collateral of the Pre-Petition Secured Lenders and of the holders of Replacement Liens or Junior Adequate Protection Liens, and the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens are directed promptly to turn over to the Debtors all Cash Collateral received or held by them, *provided* that the Pre-Petition Secured Lenders and the holders of Replacement Liens or Adequate Protection Liens are granted adequate protection as hereinafter set forth. The Debtors' right to use Cash Collateral shall terminate automatically upon the occurrence of the Termination Date or the voluntary reduction by the Borrower of the Total Commitments to zero (as each such term is defined in the DIP Credit Agreement).

12. *Adequate Protection.* The Pre-Petition Secured Lenders are entitled, pursuant to sections 361, 363(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of their interest in the Pre-Petition Collateral, including the Cash Collateral, for and equal in amount to the aggregate diminution in the value of their interest in the Pre-Petition Secured Lenders' Pre-Petition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of Cash Collateral and any other Pre-Petition Collateral, the priming of the Pre-Petition Agent's security interests and liens in the Pre-Petition Collateral by the Agent and the DIP Lenders pursuant to the DIP Documents and this Order, and the imposition of the automatic stay pursuant to section 362 of the Bankruptcy Code. As adequate protection, the Pre-Petition Agent and the Pre-Petition Secured Lenders are hereby granted the following (collectively, the "Adequate Protection Obligations"), to the extent of such diminution:

(a) Adequate Protection Liens. As security for the payment of the Adequate Protection Obligations, the Pre-Petition Agent (for itself and for the benefit of the Pre-Petition Secured Lenders) is hereby granted (effective and perfected as of the Petition Date and without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements) a replacement security interest in and lien upon all the Collateral, subject and subordinate only to (i) the security interests and liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents and any liens on the Collateral

to which such liens so granted to the Agent are junior, (ii) the Replacement Lien (as hereinafter defined) and (iii) the Carve Out, *provided* that the security interest in and lien granted to the Pre-Petition Agent pursuant to this paragraph 12(a) upon Collateral that is not (x) Pre-Petition Collateral or (y) Collateral that would have constituted Pre-Petition Collateral but for the operation of section 552(a) of the Bankruptcy Code as to which, without further action, the Pre-Petition Agent would have had a valid and perfected security interest or lien shall be *pari passu* with the Junior Adequate Protection Liens granted to any Setoff Claimant in such Collateral pursuant to this Order (the "Adequate Protection Liens");

(b) Section 507(b) Claim. The Pre-Petition Agent and the Pre-Petition Secured Lenders are hereby granted, subject to the payment of the Carve Out and to the payment of all reasonable fees, costs and expenses (including the professional fees and expenses) incurred by or on behalf of the Debtors' estates in the pursuit of Avoidance Actions, a superpriority claim as provided for in section 507(b) of the Bankruptcy Code equal in priority to the priority granted to the Setoff Claimants in paragraph 18(b) below, limited in amount to the aggregate diminution in value of the Pre-Petition Secured Lenders' interest in the Pre-Petition Collateral, including, without limitation, any such diminution resulting from the sale, lease or use by the Debtors (or other decline in value) of Cash Collateral and any other Pre-Petition Collateral, the priming of the Pre-Petition Agent's security interests and liens in the Pre-Petition Collateral by the Agent and the DIP Lenders pursuant to the DIP Documents and this Order, and the imposition of the

automatic stay pursuant to section 362 of the Bankruptcy Code, immediately junior to the claims under section 364(c)(1) of the Bankruptcy Code held by the Agent and the DIP Lenders; *provided, however*, that the Pre-Petition Agent and the Pre-Petition Secured Lenders shall not receive or retain any payments, property or other amounts in respect of the superpriority claims under section 507(b) of the Bankruptcy Code granted hereunder or under the Existing Agreements unless and until the DIP Obligations have indefeasibly been paid in cash in full;

(c) Interest, Fees, And Expenses. The Pre-Petition Agent shall receive from the Debtors (i) immediate cash payment of all accrued and unpaid interest on the Pre-Petition Debt and letter of credit fees at the non-default contract rates provided for in the Existing Agreements, and all other accrued and unpaid fees and disbursements payable to or for the benefit of the Pre-Petition Agent under the Existing Agreements and incurred prior to the Petition Date, including, but not limited to, reasonable fees owed and amounts to be paid or reimbursed for counsel, financial and other consultants for the Pre-Petition Agent pursuant to Section 10.6 of the Pre-Petition Credit Agreement, (ii) current cash payments of all fees and expenses payable to the Pre-Petition Agent under the Existing Agreements, including, but not limited to, the reasonable fees and disbursements of counsel, financial and other consultants for the Pre-Petition Agent, (iii) on the first business day of each month, all accrued but unpaid interest on the Pre-Petition Debt, and letter of credit and other fees at the non-default contract rate (including at the option of the Borrower, the Eurodollar Rate plus the Applicable Margin (each as defined in the

Pre-Petition Credit Agreement)) applicable under the Existing Agreements, *provided* that, (x) without prejudice to the rights of the Debtors or any other party to contest such assertion, the Pre-Petition Secured Lenders reserve their rights to assert claims for the payment of additional interest calculated at any other applicable rate of interest (including, without limitation, default rates), or on any other basis provided for in the Existing Agreements, and for the payment of any other amounts provided for in the Existing Agreements, and (y) notwithstanding anything to the contrary in this Order or the Pre-Petition Credit Agreement, as to each Pre-Petition Secured Lender which executes and delivers a written consent in the form to be provided by the Pre-Petition Agent (which consent shall be in form and substance reasonably satisfactory to the Borrower), waiving and releasing all claims, if any, in respect of default interest and any claims related to the early prepayment of the loans, including, without limitation, any prepayment premiums under the Pre-Petition Credit Agreement, interest shall accrue and be paid by the Borrower to such Pre-Petition Secured Lender and its assignee(s) on the first business day of each month at ABR (as defined in the Pre-Petition Credit Agreement) plus the Applicable Margin in respect of the pre-petition loans held by such Pre-Petition Secured Lender from and after the later of (a) the expiry of existing LIBOR contracts and (b) the delivery of such release and waiver, (iv) current cash payment of all reasonable out-of-pocket expenses of the members of any steering committee of Pre-Petition Secured Lenders, in their capacity as such (but excluding any fees and disbursements of counsel, financial or other consultants to such steering committee). The

Debtors shall pay the fees and expenses provided for in the preceding clause (ii) or clause (iv) only after reasonably detailed invoices for such fees and expenses shall have been submitted to the Debtors and counsel to the official committee of unsecured creditors (the "Creditors' Committee"). The rights of all parties in interest with respect to the application of such payments in clauses (ii), (iii) and (iv) above shall be preserved in accordance with Paragraph 16 below. The Debtors shall pay the reasonable and documented fees and expenses of counsel to the Ad Hoc Committee of Pre-Petition Secured Lenders in connection with the Motion through the date of the Final Hearing in an aggregate amount not to exceed the cap previously agreed upon by the Debtors and such counsel. The Creditors' Committee shall be provided an opportunity to review such fees and expenses prior to the payment thereof. During the pendency of the Chapter 11 Cases, and except as otherwise set forth in any confirmed reorganization plan, the Pre-Petition Debt of any Pre-Petition Secured Lender shall not be repaid or refinanced in whole unless (x) it is part of a transaction in which the obligations under the DIP Credit Agreement and the Pre-Petition Credit Agreement are repaid or refinanced in whole, or (y) such Pre-Petition Secured Lender consents to such repayment.

(d) Access To Collateral. The Pre-Petition Agent (for the benefit of the Pre-Petition Secured Lenders) and their experts and advisors shall be given reasonable access for purposes of monitoring the business of the Debtors and the value of the Collateral; and

(e) Information. The Debtors shall provide the Pre-Petition Agent and the Creditors' Committee with any written financial information or periodic reporting that is provided to, or required to be provided to, the Agent or the DIP Lenders; *provided, however,* that to the extent such information is provided to the Creditors' Committee, the Debtors shall be entitled to reasonably restrict access to such information solely to professionals retained by such committee. The Debtors shall also provide the Agent and the Pre-Petition Agent with information related to payments made to and setoffs taken by the Debtors' suppliers in respect of any pre-petition claims to the extent such information is provided to the Creditors' Committee or is otherwise required to be supplied pursuant to the DIP Documents.

(f) Pre-Petition Letters of Credit. Subject to the terms and conditions of the DIP Documents, letters of credit issued and outstanding under the Pre-Petition Credit Agreement shall be replaced by letters of credit issued under the DIP Documents at the earlier of the stated expiry of such letters of credit and the next notice date for non-renewal of such letters of credit. The Pre-Petition Agent, in consultation with and after prior notice to the Debtors, is authorized to provide notice of non-renewal to letter of credit beneficiaries to prevent the automatic renewal of "evergreen" Letters of Credit.

13. *Reservation of Rights of Pre-Petition Secured Lenders.* Under the circumstances and given that the above described adequate protection is consistent with the Bankruptcy Code, the Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Pre-Petition Secured Lenders.

Except as expressly provided herein, nothing contained in this Order (including, without limitation, the authorization of the use of any Cash Collateral and the granting of any Replacement Liens or Junior Adequate Protection Liens) shall impair or modify any rights, claims or defenses available in law or equity, including, without limitation, any right to propose, subject to the provisions of Section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans of reorganization, to the Pre-Petition Agent, any Pre-Petition Secured Lender, the Agent or any DIP Lender including, without limitation, rights of a party to a swap agreement, securities contract, commodity contract, forward contract or repurchase agreement with a Debtor to assert rights of setoff or other rights with respect thereto as permitted by law (or the right of a Debtor to contest such assertion). The Pre-Petition Agent and the Pre-Petition Secured Lenders shall have the right to request further or different adequate protection under sections 361, 363(e) and 364(d)(2) of the Bankruptcy Code following the occurrence of any event after the Petition Date, that could reasonably be expected to have a material adverse effect on (A) the Debtors' ability to repay or refinance the Pre-Petition Obligations in full in cash under a Chapter 11 plan of reorganization or (B) the Debtors' ability to satisfy the Adequate Protection Obligations. The Debtors or any other party in interest may object to any such request, and with respect to such objections nothing herein shall operate to shift any applicable burdens of proof from those set forth in the Bankruptcy Code.

14. *Perfection Of DIP Liens And Adequate Protection Liens.*

(a) Subject to the provisions of paragraph 8(a) above, the Agent and the Pre-Petition Agent are hereby authorized, but not required, to file or record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction or take any other action in order to validate and perfect the liens and security interests granted to them hereunder. Whether or not the Agent on behalf of the DIP Lenders or the Pre-Petition Agent on behalf of the Pre-Petition Secured Lenders shall, in their sole discretion, choose to file such financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments or otherwise confirm perfection of the liens and security interests granted to them hereunder, such liens and security interests shall be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge dispute or subordination, at the time and as of the date of entry of this Order. Upon the request of the Agent, each of the Pre-Petition Agent and Pre-Petition Secured Lenders, without any further consent of any party, is authorized to take, execute and deliver such instruments (in each case without representation or warranty of any kind) to enable the Agent to further validate, perfect, preserve and enforce DIP Liens.

(b) A certified copy of this Order may, in the discretion of the Agent, be filed with or recorded in filing or recording offices in addition to or in lieu of such financing statements, mortgages, notices of lien or similar instruments, and all filing

offices are hereby authorized to accept such certified copy of this Order for filing and recording.

(c) Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code. Any such provision shall have no force and effect with respect to the transactions granting post-petition liens, in such leasehold interest or the proceeds of any assignment and/or sale thereof by any Debtor, in favor of the DIP Lenders in accordance with the terms of the DIP Credit Agreement or this Order.

15. *Preservation Of Rights Granted Under The Order.*

(a) No claim or lien having a priority superior to or *pari passu* with those granted by this Order to the Agent and the DIP Lenders or to the Pre-Petition Agent, the Pre-Petition Secured Lenders and the Setoff Claimants, respectively, shall be granted or allowed while any portion of the Financing (or any refinancing thereof) or the Commitments thereunder or the DIP Obligations or the Adequate Protection Obligations remain outstanding, and the DIP Liens, the Adequate Protection Liens, the Replacement Liens and the Junior Adequate Protection Liens shall not be (i) solely in the case of the DIP Liens, subject or junior to any lien or security interest that is avoided and preserved

for the benefit of the Debtors' estates under section 551 of the Bankruptcy Code or (ii) subordinated to or made pari passu with any other lien or security interest, whether under section 364(d) of the Bankruptcy Code or otherwise (other than as specifically provided for in this Order). Nothing in this paragraph 15(a) shall limit (x) the rights of the Debtors to refinance the Financing in compliance with the DIP Credit Agreement or (y) the rights of any party in interest with respect to any such refinancing.

(b) Unless all DIP Obligations shall have been paid in full (and, with respect to outstanding letters of credit issued pursuant to the DIP Credit Agreement, cash collateralized in accordance with the provisions of the DIP Credit Agreement), the Debtors shall not seek, and it shall constitute an Event of Default and a termination of the right to use Cash Collateral if any of the Debtors seek, or if there is entered, (i) any modifications or extensions of this Order without the prior written consent of the Agent, and no such consent shall be implied by any other action, inaction or acquiescence by the Agent, or (ii) an order dismissing any of the Cases. If an order dismissing any of the Cases under section 1112 of the Bankruptcy Code or otherwise is at any time entered, such order shall provide (in accordance with sections 105 and 349 of the Bankruptcy Code) that (x) the Superpriority Claims, priming liens, security interests and replacement security interests granted to the Agent and, as applicable, the Pre-Petition Agent, the Setoff Claimants or the holders of the Debtor Liens pursuant to this Order shall continue in full force and effect and shall maintain their priorities as provided in this Order until all DIP Obligations and Adequate Protection Obligations shall have been paid and satisfied

in full (and that such Superpriority Claims, priming liens and replacement security interests, shall, notwithstanding such dismissal, remain binding on all parties in interest) and (y) this Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens and security interests referred to in (x) above.

(c) If any or all of the provisions of this Order are hereafter reversed, modified, vacated or stayed, such reversal, stay, modification or vacation shall not affect (i) the validity of any DIP Obligations or Adequate Protection Obligations incurred prior to the actual receipt of written notice by the Agent or Pre-Petition Agent, as applicable, of the effective date of such reversal, stay, modification or vacation or (ii) the validity or enforceability of any lien or priority authorized or created hereby or pursuant to the DIP Credit Agreement with respect to any DIP Obligations or Adequate Protection Obligations. Notwithstanding any such reversal, stay, modification or vacation, any use of Cash Collateral, or DIP Obligations or Adequate Protection Obligations incurred by the Debtors to the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders prior to the actual receipt of written notice by the Agent and Pre-Petition Agent of the effective date of such reversal, stay, modification or vacation shall be governed in all respects by the original provisions of this Order, and the Agent, DIP Lenders, Pre-Petition Agent and Pre-Petition Secured Lenders shall be entitled to all the rights, remedies, privileges and benefits granted in section 364(e) of the Bankruptcy Code, this Order and pursuant to the DIP Documents with respect to all uses of Cash Collateral, DIP Obligations and Adequate Protection Obligations.

(d) Except as expressly provided in this Order or in the DIP Documents, the DIP Liens, the Superpriority Claims and all other rights and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall survive, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Cases to a case under chapter 7, dismissing any of the Cases, terminating the joint administration of these Cases or by any other act or omission, or (ii) the entry of an order confirming a plan of reorganization in any of the Cases and, pursuant to section 1141(d)(4) of the Bankruptcy Code, the Debtors have waived any discharge as to any remaining DIP Obligations. The terms and provisions of this Order and the DIP Documents shall continue in these Cases, in any successor cases if these Cases cease to be jointly administered, or in any superseding chapter 7 cases under the Bankruptcy Code, and the DIP Liens, the Superpriority Claims and all other rights and remedies of the Agent and the DIP Lenders granted by the provisions of this Order and the DIP Documents shall continue in full force and effect until the DIP Obligations are indefeasibly paid in full.

16. *Effect Of Stipulations On Third Parties.* Subject to the reservation of rights set forth in this paragraph 16, the stipulations and admissions contained in paragraphs 3 and 10 of this Order shall be binding upon the Debtors in all circumstances. The stipulations and admissions contained in paragraphs 3 and 10 of this Order shall be binding upon all other parties in interest, including, without limitation, the Creditors' Committee, unless (a) a party-in-interest has timely filed an adversary proceeding or

contested matter, or commenced litigation for authorization to commence such adversary proceeding or contested matter ("Authorization Motion"), (subject to the limitations contained herein, including, *inter alia*, in paragraph 17) by no later than January 16, 2006 in the case of clause (i) below and April 17, 2006 in the case of clauses (ii) and (iii) below (or, in each case, such later date (x) as has been agreed to, in writing, by the Pre-Petition Agent in its sole discretion or (y) as has been ordered by the Court) (i) challenging the validity, enforceability, priority or extent of the Pre-Petition Debt or the Pre-Petition Agent's or the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral, (ii) seeking a determination that the Pre-Petition Debt was under-secured as of the Petition Date, or (iii) otherwise asserting or prosecuting any Avoidance Actions or any other any claims, counterclaims or causes of action , objections, contests or defenses (collectively, "Claims and Defenses") against the Pre-Petition Agent or any of the Pre-Petition Secured Lenders or their respective affiliates, subsidiaries, directors, officers, representatives, attorneys or advisors in connection with matters related to the Existing Agreements, the Pre-Petition Debt, or the Pre-Petition Collateral, and (b) there is a final order in favor of the plaintiff sustaining any such challenge or claim in any such timely filed adversary proceeding or contested matter, *provided* that as to the Debtors, all such Claims and Defenses are hereby irrevocably waived and relinquished as of the Petition Date other than any such Claims and Defenses as they relate to the appropriateness of any interest rate, fees or expenses charged or claimed by the Pre-Petition Secured Lenders (except with respect to the payments of interest at ABR plus the Applicable Margin to

any Pre-Petition Secured Lender who has executed and delivered the release and waiver, and the other fees and expenses, all as provided in paragraph 12(c) of this Order), including, without limitation, the allowance of any claim for default interest under Section 2.14 of the Pre-Petition Credit Agreement or the allowance of any claim for any prepayment premium under Sections 2.10 or 2.11 of the Pre-Petition Credit Agreement. Subject in each case to the reservation of the Debtors' rights set forth above to contest the allowance of any claim for default interest on the Pre-Petition Debt or any prepayment premium, if no such adversary proceeding or contested matter is timely filed (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion), (x) the Pre-Petition Debt and all related obligations of the Debtors (the "Pre-Petition Obligations") shall constitute allowed claims, not subject to counterclaim, setoff, subordination, recharacterization, defense or avoidance, for all purposes in the Cases and any subsequent chapter 7 cases, (y) the Pre-Petition Agent's and the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected, not subject to defense, counterclaim, recharacterization, subordination or avoidance and (z) the Pre-Petition Obligations, the Pre-Petition Agent's and the Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral and the Pre-Petition Agent and the Pre-Petition Secured Lenders shall not be subject to any other or further challenge by any party-in-interest, and any such party-in-interest shall be enjoined from, seeking to exercise the rights of the Debtors' estates, including, without limitation,

any successor thereto (including, without limitation, any estate representative or a chapter 7 or 11 trustee appointed or elected for any of the Debtors). If any such adversary proceeding or contested matter is timely filed (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion), the stipulations and admissions contained in paragraphs 3 and 10 of this Order shall nonetheless remain binding and preclusive (as provided in the second sentence of this paragraph) on any official committee (including the Creditors' Committee) and on any other person or entity, except to the extent that such findings and admissions were expressly challenged in such adversary proceeding or contested matter (it being understood that such adversary proceeding or contested matter is commenced promptly following a disposition in favor of a movant of an Authorization Motion). Nothing in this Order vests or confers on any Person (as defined in the Bankruptcy Code), standing or authority to pursue any cause of action belonging to the Debtors or their estates, including, without limitation, Claims and Defenses with respect to the Existing Agreements or the Pre-Petition Debt other than the Creditors' Committee, which is hereby vested with standing and authority to pursue any cause of action arising from or related to the Debtors' stipulations and admissions in paragraphs 3 and 10 of this Order.

17. *Limitation On Use Of Financing Proceeds And Collateral.*

Notwithstanding anything herein or in any other order by this Court to the contrary, no borrowings, letters of credit, Cash Collateral, Pre-Petition Collateral, Collateral or the

Carve Out may be used to (a) object, contest or raise any defense to, the validity, perfection, priority, extent or enforceability of any amount due under the DIP Documents or the Existing Agreements, or the liens or claims granted under this Order, the DIP Documents or the Existing Agreements, (b) assert any Claims and Defenses or any other causes of action against the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders or their respective agents, affiliates, representatives, attorneys or advisors, (c) prevent, hinder or otherwise delay the Agent's or the Pre-Petition Agent's assertion, enforcement or realization on the Cash Collateral or the Collateral in accordance with the DIP Documents, the Existing Agreements or this Order, (d) seek to modify any of the rights granted to the Agent, the DIP Lenders, the Pre-Petition Agent or the Pre-Petition Secured Lenders hereunder or under the DIP Documents or the Existing Agreements, in each of the foregoing cases without such parties' prior written consent or (e) pay any amount on account of any claims arising prior to the Petition Date unless such payments are (i) approved by an Order of this Court and (ii) in accordance with the DIP Credit Agreement or otherwise approved by the Agent in its sole discretion; *provided* that, notwithstanding anything to the contrary herein, the Creditors' Committee shall be limited to \$250,000 to perform the investigations contemplated hereby and no other official committee shall be authorized to perform such investigations; *provided, further,* that such \$250,000 limit shall not include the fees and expenses of an investment banker in connection with the investigations contemplated by clause (a)(ii) of paragraph 16 of this Order.

18. *Setoff, Replacement Liens and Junior Adequate Protection Liens.* To the extent that a customer or supplier of the Debtors that has an allowable setoff claim under section 506 or 553 of the Bankruptcy Code in respect of its payables owed to any Debtor as of the Petition Date ("Pre-Petition Payables") or a valid right of recoupment that arose prior to the Petition Date (such setoff claim or right of recoupment, "Setoff"), such customer or supplier (a "Setoff Claimant") is hereby provided with certain rights and adequate protection as described below. For the avoidance of doubt, nothing herein shall be construed to be an admission or acknowledgement, or an increase or decrease in the monetary amount of the pre-petition setoff or recoupment rights of any person, under the Bankruptcy Code, applicable non-bankruptcy law or otherwise.

(a) Exercise of Set Off. (1) Any exercise of a Setoff Right (as defined below) in accordance with this Order shall not be stayed by section 362 of the Bankruptcy Code. Any exercise of any right of Setoff other than in accordance with this Order is subject to section 362 of the Bankruptcy Code. Nothing in this Order shall prevent any holder of a right of Setoff from seeking relief from the automatic stay with respect to such Setoff, or prevent the Debtors or any party in interest from objecting or being heard with respect to any such request. A Setoff Claimant shall, in accordance with this paragraph, be entitled to exercise its Setoff that arose in the ordinary course of business for any claims or recoupment defenses arising from or related to the claims for prepetition warranty and/or product recall claims, customer adjustments, customer rebates and allowances, overpricing claims, claims for short shipments and damaged

goods, customer/supplier netting and other similar claims arising in the ordinary course of business of the relevant parties other than any such claims or recoupment defenses arising as a result of the filing of the cases (a "Setoff Right"). A Setoff Right shall not include any claims or recoupment defenses arising from or related to employee or employee benefit matters, retiree benefit or pension matters, including, without limitation, any related indemnities or guarantees, the rejection of executory contracts, or consequential or punitive damages. The determination as to whether a Setoff Claimant may exercise a "Setoff Right" will be made solely by (i) the agreement of the Setoff Claimant, the Creditors' Committee and the Debtors, (ii) pursuant to the procedures hereinafter set forth or (iii) order of the Court.

(2) Any Setoff Claimant seeking to exercise a Setoff Right against payables during any month (whether against Pre-Petition Payables or post-petition payables) shall submit to the Debtors and the Creditors' Committee (with a copy to the Agent) a written request to exercise such Setoff Right, the basis for such Setoff Right and reasonably detailed documentation supporting such Setoff Right. If the Setoff Claimant, the Creditors' Committee and the Debtors fail to agree in writing that any amount is included in a Setoff Right within 10 business days after submission of such information to the Debtors and the Creditors' Committee (the "Agreement Deadline"), the Debtors and such Setoff Claimant shall (unless all such parties agree to extend such 10 business day period) seek resolution of such matter through a mediator agreed to by the Debtors and such Setoff Claimant or appointed by this Court. Such mediation shall end not later

than 30 days after the Agreement Deadline unless such period is extended by agreement of the Debtors and such Setoff Claimant. If the Debtors and such Setoff Claimant cannot resolve the matter through such mediation, then such matter may be submitted to binding arbitration to a single arbitrator agreed to by all such parties or appointed by this Court, and such parties shall request that such arbitrator issue its ruling within 90 days after the Agreement Deadline. Notwithstanding any award in any such arbitration, in no event shall the Setoff Claimant be permitted to exercise its Setoff Right against any payables other than Pre-Petition Payables except as set forth in this paragraph 18.

(3) In the event any Setoff Claimants (the "Non-Exercising Setoff Claimants") have not exercised their asserted Setoff Rights in respect of their respective Pre-Petition Payables and have instead paid their Pre-Petition Payables to the Debtors, in addition to any other adequate protection provided to such Non-Exercising Setoff Claimants herein, the Non-Exercising Setoff Claimants may exercise Setoff Rights established in accordance with this paragraph against post-petition payables owed by such Non-Exercising Setoff Claimants to the Debtor or Debtors against which such Non-Exercising Setoff Claimants have their Setoff Rights; *provided* that (a) in the case of the exercise of any Setoff Rights by General Motors Corporation or any of its affiliates ("GM"), the aggregate amount of Setoff Rights that may be exercised pursuant to this subparagraph (3) against Pre-Petition Payables or post-petition payables owed by GM to the Debtors during any month shall not exceed \$35 million (the "Aggregate Monthly Cap Amount") and (b) to the extent Setoff Rights are recognized in accordance with this

Order in excess of the Setoff Rights that are permitted to be exercised pursuant to such limitations, Setoff Claimants may carry forward their Setoff Right to succeeding months, subject to the applicable monthly limitations, if any, until such Setoff Rights have been fully exercised.

(4) (a) Except as set forth above, and subject to the adequate protection provided to Setoff Claimants as herein set forth, Setoff Claimants shall not be permitted to exercise any Setoff until the later of (x) the effective date of the Debtors' confirmed plan of reorganization and (y) allowance of the Setoff as a claim in these Cases. Any exercise of Setoff pursuant to (x) or (y) above is subject to the treatment afforded to such Setoff under a plan of reorganization confirmed by the Bankruptcy Court. Nothing contained herein shall limit (i) the discretion of the Debtors to pay warranty and/or product recall claims in accordance with orders of the Court, (ii) the right of any party in interest to exercise a post-petition setoff or recoupment against a post-petition payable or (iii) the right of a Setoff Claimant to request further adequate protection (or the Debtors or any party in interest to oppose any such request).

(b) Adequate Protection. A Setoff Claimant is entitled, pursuant to sections 361, 362(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of its Setoff to the extent it does not exercise such Setoff and remits the amount of such Pre-Petition Payables not setoff or recouped. As adequate protection therefor, each such Setoff Claimant is hereby granted, effective upon payment to the Debtors of the amount

subject to such Setoff, the following (collectively, the "Junior Adequate Protection Liens"), such Junior Adequate Protection Liens to be effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements:

(i) A replacement lien (the "Replacement Lien") on such Setoff Claimant's post-petition payables to the extent that it is determined that such Setoff Claimant had a Setoff in respect of the Pre-Petition Payables that have been remitted to the Debtors, which Replacement Lien is limited to the amount of the Setoff; *provided, however*, that (i) the Debtors reserve their rights to any and all Claims and Defenses that may be asserted with respect to such Setoff and (ii) the Replacement Liens are subject and subordinate to and only to (x) the security interests and liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents and any liens to which such liens so granted to the Agent are junior and (y) the Carve-Out.

(ii) As further adequate protection to protect the Setoff Claimant against any diminution in the value of its Replacement Lien, the Setoff Claimant is hereby granted a security interest in and lien upon all the other Collateral, subject and subordinate to and only to (A) the security interests and liens granted to the Agent for the benefit of the DIP Lenders in this Order and pursuant to the DIP Documents and any liens to which such liens so granted to the Agent are junior, (B) the Carve Out and (C) Pre-Petition Secured Lenders' liens on the Pre-Petition Collateral and the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders,

provided that the Setoff Claimant's security interest in and lien upon Collateral which is not (x) Pre-Petition Collateral, (y) Collateral that would have constituted Pre-Petition Collateral but for the operation of section 552(a) of the Bankruptcy Code as to which, without further action, the Pre-Petition Agent would have had a valid and perfected security interest or lien or (z) subject to the Replacement Lien shall be *pari passu* with the Adequate Protection Liens granted to the Pre-Petition Agent and the Pre-Petition Secured Lenders in such Collateral.

(iii) As further Adequate Protection, to the extent that the post-petition payables in respect of which the Setoff Claimant is granted a Replacement Lien are less than the Setoff of such Setoff Claimant, such Setoff Claimant is hereby granted an administrative claim under section 507(b) of the Bankruptcy Code in the amount of such deficiency subject to the Carve Out and equal in priority to the administrative claim granted as adequate protection to the Pre-Petition Secured Lenders in Paragraph 12(b) above; *provided, however*, that the Setoff Claimant shall not receive or retain any payments, property or other amounts in respect of the claims under section 507(b) of the Bankruptcy Code granted hereunder unless and until the DIP Obligations have indefeasibly been paid in cash in full.

19. *Debtor Reimbursement Claims and Debtor Liens.* Without limiting the joint and several liability of each of the Debtors for the DIP Obligations, the Debtors shall use their reasonable best efforts to ensure that Debtors that receive the benefit of funds advanced under the Financing repay their share thereof on a dollar for dollar basis.

To the extent a Debtor (i) incurs any of the DIP Obligations (including as a result of intercompany balances incurred after the Petition Date to the extent such balances arise from the incurrence of DIP Obligations) or (ii) receives a postpetition intercompany loan or transfer (including as a result of the Debtors' cash management system or otherwise) (each a "Beneficiary Debtor"), and such DIP Obligations were repaid or such postpetition intercompany loan or transfer is made (including from cash collateral) (each an "Advance") by (A) any other Debtor that is a Borrower or Guarantor under the Financings or (B) any non-Debtor affiliate (together (A) and (B) an "Adequately Protected Entity"), the Adequately Protected Entity shall have, subject to the limitations set forth in paragraph 20 below (a) an allowed claim under sections 364(c)(1) and 507(b) of the Bankruptcy Code against the Beneficiary Debtor for the amount of such Advance, having priority over any and all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, which claim shall bear interest at a rate agreed between the Debtors from time to time for the period accruing from and after the date such claim arises until repayment thereof (collectively, the "Debtor Reimbursement Claim") and (b) a lien on all Collateral under section 364(c)(3) of the Bankruptcy Code securing such Debtor Reimbursement Claim (a "Debtor Lien"). All Debtor Liens are effective and perfected without the necessity of the execution by the Debtors of mortgages, security agreements, pledge agreements, financing statements or other agreements.

20. All Debtor Reimbursement Claims and Debtor Liens shall be junior, subject and subordinate to and only to the Superpriority Claims, the DIP Liens, the Adequate Protection Obligations, Junior Adequate Protection Liens, the Replacement Liens and to any claims against such Beneficiary Debtor that are expressly senior to, and on a parity with, or carved out from the Superpriority Claims, the DIP Liens, the Adequate Protection Obligations, Junior Adequate Protection Liens or the Replacement Liens. All Debtor Liens shall be "silent" liens and the Adequately Protected Entity shall forbear from exercising, and shall not be entitled to exercise, any right or remedy relating to any Debtor Reimbursement Claim or Debtor Lien, including, without limitation, taking any of the actions that the Pre-Petition Agent, the Pre-Petition Secured Lenders and holders of Replacement Liens and Junior Adequate Protection Liens are prohibited from taking pursuant to paragraph 8, including, without limitation, as to seeking relief from the automatic stay, or seeking any sale, foreclosure, realization upon repossession or liquidation of any property of another Debtor, or taking any position with respect to any disposition of the property, the business operations, or the reorganization of another Debtor. The Agent shall have the exclusive right to manage, perform and enforce all rights and remedies described in the DIP Documents. The Debtor Lien of the Adequately Protected Entity automatically, and without further action of any person or entity of any kind, shall be released or otherwise terminated to the extent that property subject to such Debtor Lien is sold or otherwise disposed of by or on behalf of the Agent or any other

Debtor or to the extent that such property is subject to a lien prior to the DIP Liens and such lien is permitted under the DIP Documents.

21. With respect to the effect of Debtor Liens on any sale of property by the Debtors, (a) the Debtors may sell property, in accordance with section 363 of the Bankruptcy Code, free and clear of any Debtor Lien, with such lien attaching to the proceeds of sale in the same priority and subject to the same limitations and restrictions as existed in respect of the property sold and (b) the provisions of section 363(k) of the Bankruptcy Code shall not apply.

22. *JPMCB As Collateral Agent.* To the extent JPMCB, in its role as Collateral Agent under the Existing Agreements, is the secured party under any Control Agreements (as defined in the Existing Agreements), listed as loss payee under the Debtors' insurance policies as required under the Guarantee and Collateral Agreement or is the secured party under any other Existing Agreement, JPMCB, in its role as Collateral Agent under the DIP Credit Agreement, is also deemed to be the secured party under such Control Agreements, loss payee under the Debtors' insurance policies and the secured party under any other Existing Agreement and shall act in that capacity and distribute any proceeds recovered or received first, for the benefit of the DIP Lenders in accordance with the DIP Credit Agreement and second, subsequent to indefeasible payment in full of all DIP Obligations, for the benefit of the Pre-Petition Secured Lenders under the Existing Agreements.

23. *Order Governs.* In the event of any inconsistency between the provisions of this Order and the DIP Documents, the provisions of this Order shall govern. The terms of this Order shall govern to the extent of any inconsistency between this Order and that certain Cash Management Order dated October 14, 2005, including, without limitation, with respect to the matters set forth in paragraphs 19 to 21 of this Order.

24. *Binding Effect; Successors And Assigns.* The DIP Documents and the provisions of this Order, including all findings herein, shall be binding upon all parties in interest in these Cases, including, without limitation, the Agent, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Junior Adequate Protection Lien hereunder, any Committee appointed in these Cases, and the Debtors, for themselves and not for their estates, and their respective successors and assigns and shall inure to the benefit of the Agent, the DIP Lenders, the Pre-Petition Agent, the Pre-Petition Secured Lenders, any party granted a Replacement Lien or Junior Adequate Protection Lien, and the Debtors and their respective successors and assigns; *provided, however,* that the Agent, the Pre-Petition Agent, the DIP Lenders and the Pre-Petition Secured Lenders shall have no obligation to permit the use of Cash Collateral or extend any financing to any chapter 7 trustee or similar responsible person appointed for the estates of the Debtors. In determining to make any loan under the DIP Credit Agreement, permitting the use of Cash Collateral or in exercising any rights or remedies as and when permitted pursuant to this Order or the DIP Documents, the Agent, the Pre-Petition Agent, the DIP Lenders and the Pre-Petition Secured Lenders shall not be deemed to be

in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601 et seq. as amended, or any similar federal or state statute).

25. *Aircraft Leases.* Notwithstanding anything to the contrary contained in this Order, no DIP Liens or any other liens or interests granted, authorized or contemplated herein shall attach to any interests of Delphi Automotive Systems Human Resources, LLC ("Delphi HR") in two leases of aircraft, both of which are dated March 30, 2001 between Bank of America, N.A., and Delphi HR (the "Aircraft Leases"), or in any personal property that is the subject of the Aircraft Leases.

26. *Objections Overruled.* Any Objection which has not been withdrawn or resolved is, to the extent not resolved, hereby overruled.

27. *Committee Notices.* All notices to be provided to the Creditors' Committee shall be sent to Latham & Watkins LLP, 885 Third Avenue, Suite 1000, New York, NY 10022-4834, Attn: Robert Rosenberg, Esq.

Dated: October 28, 2005
New York, New York

/s/ ROBERT D. DRAIN

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT K

Company	Contact	Address 1	Address 2	City	State	Zip	Fax	Email
Warner Norcross & Judd LLP	Gordon J Toering	900 Fifth Third Center	111 Lyon St NW	Grand Rapids	MI	49503	616-222-2185	gtoering@wnj.com
Burr & Forman LLP	Michael Leo Hall	420 North 20th St	Suite 3100	Birmingham	AL	35203	205-244-5651	mhall@burr.com
Margulies & Levinson LLP	Jeffrey M Levinson	30100 Chargin Boulevard		Cleveland	OH	44124	216-514-4936	jml@ml-legal.com
Merrill Stone	Kelly Drye & Warren LLP	101 Park Ave		New York	NY	10178	212-808-7898	
PBGC	Jeffrey Cohen	1200 K Street NW	Suite 340	Washington	DC	20005	202-326-4112	
Boult Cummings Connors & Berry PLC	Roger Jones Austin McMullen	1600 Division St	Suite 700	Nashville	TN	37203	615-252-6323 615-252-6307	rjones@bccb.com
Daniels & Kaplan PC	Jay Selanders	2405 Grand Blvd	Suite 900	Kansas City	MO	64108	816-221-3006	selanders@danielsandkaplan.com
Bose McKinney & Evans LLP	Jeanette Eisan Hinshaw	135 North Pennsylvania St	Suite 2700	Indianapolis	IN	46204	317-223-0296	hinshaw@boselaw.com
Barnes & Thornburg LLP	Michael McCrory Wendy Brewer	11 S Meridian St		Indianapolis	IN	46204	317-231-7433	michael.mccrory@btaw.com
Bose McKinney & Evans LLP	Jeanette Eisan Hinshaw	135 North Pennsylvania St	Suite 2700	Indianapolis	IN	46204	317-223-0296	hinshaw@boselaw.com
Barnes & Thornburg LLP	John Gregg	300 Ottawa Ave NW	Suite 500	Grand Rapids	MI	49503	616-742-3999	jgregg@btaw.com
Bose McKinney & Evans LLP	Jeanette Eisan Hinshaw	135 North Pennsylvania St	Suite 2700	Indianapolis	IN	46204	317-223-0296	hinshaw@boselaw.com
Miller Canfield Paddock & Stone PLC	Jonathan S Green Timothy A Fusco	150 W Jefferson	Suite 2500	Detroit	MI	48226	313-496-8450 313-496-8453	fusco@millercanfield.com
Phillips Nizer LLP	Sandra A Riember Candice Frost	666 Fifth Ave		New York	NY	10103	212-262-5152	sriemer@phillipsnizer.com
Waller Lansden Dortch & Davis PLLC	David E Lemke Robert J Wilhoelter	511 Union St	Suite 2700	Nashville	TN	37219	615-244-6804	david.lemke@wallerlaw.com
Seyfarth Shaw LLP	Robert W Dremluk Paul M Baisier	1270 Ave of the Americas	Suite 2500	New York	NY	10020	212-218-5526	rdremluk@seyfarth.com
Seyfarth Shaw LLP	Robert W Dremluk Paul M Baisier	1270 Ave of the Americas	Suite 2500	New York	NY	10020	404-892-7056	pbaisier@seyfarth.com
Curtis Mallet Prevost Colt & Mosle LLP	Steven Reisman	101 Park Ave		New York	NY	10178	212-697-1559	sreisman@cm-p.com
Curtis Mallet Prevost Colt & Mosle LLP	Steven Reisman	101 Park Ave		New York	NY	10178	212-697-1559	sreisman@cm-p.com
Sanford P Rosen & Associates PC	Sanford P Rosen & Kenneth M Lewis	747 Third Ave		New York	NY	10017	212-223-1102	klweis@rosenpc.com
Schafer & Weiner PLLC	Daniel J Weiner Ryan D Heilman	40950 Woodward Ave	Suite 100	Bloomfield Hills	MI	48304	248-642-2127	
Goodwin Procter LLP	Allan S Brilliant Emanuel C Grillo Brian W Harvey	599 Lexington Ave		New York	NY	10022	212-355-3333	bharvey@goodwinprocter.com
Barnes & Thornburg LLP	Patric E Mears	300 Ottawa Ave NW	Suite 500	Grand Rapids	MI	49503	616-742-3999	pmears@btaw.com
Vorys Sater Seymour & Pease LLP	Robert J Sidman Robert A Bell	52 East Gay St	PO Box 1008	Columbus	OH	43215	614-719-4962	
Robert L Eisenbach III	Gregg S Kleiner	101 California ST	5th Fl	San Francisco	CA	94111	415-693-2222	reisenbach@cooley.com
Vorys Sater Seymour & Pease LLP	Tiffany Strelow	52 East Gay St	PO Box 1008	Columbus	OH	43215	614-719-4663	
Brian D Spector		30 Columbia Turnpike		Florham Park	NJ	7932	973-593-4848	bspector@selawfirm.com
Pryor & Mandelup LLP	Kenneth Reynolds	675 Old Country Road		Westbury	NY	11590	516-333-7333	kar@pryormandelup.com
Simpson Thacher & Bartlett LLP	Brude D Angiolillo Kenneth Ziman William T Russell Jr	425 Lexington Ave		New York	NY	10017	212-455-2502	
Cleary Gottlieb Steen & Hamilton LLP	Deborah M Buell	One Liberty Plaza		New York	NY	10006	212-225-3999	maofiling@cgsh.com
Porzio Bromberg & Newman PC	John S Mairo Brett S Moore	100 Southgate Parkway		Morristown	NJ	7960	973-538-5146	jsmairo@pbnlaw.com
Sanford P Rosen & Associates PC	Sanford P Rosen & Kenneth M Lewis	747 Third Ave		New York	NY	10017	212-223-1102	klweis@rosenpc.com
Schafer & Weiner PLLC	Daniel J Weiner Ryan D Heilman	40950 Woodward Ave	Suite 100	Bloomfield Hills	MI	48304	248-642-2127	
Vorys Sater Seymour & Pease LLP	Carrie M Caldwell	2100 One Cleveland Center	1375 East Ninth St	Cleveland	OH	44114	216-937-3719	
Latham & Watkins LLP	Robert J Rosenberg Mitchell A Seider Mark A Broude	885 Third Ave		New York	NY	10022	212-751-4864	robert.rosenberg@lw.com, mitchell.seider@lw.com, mark.broude@lw.com
Klestadt & Winters LLP	Tracy L Klestadt	232 Madison Ave	17th Fl	New York	NY	10017	212-972-2245	tklestadt@klestadt.com
Greensfelder Hemker & Gale PC	Cherie Macdonald J Patrick Bradley	12 Wolf Creek Drive	Suite 100	Swansea	IL	62226	618-257-7353 314-241-8624	
Halperin Battaglia Raicht LLP	Alan D Halperin Christopher J Battaglia	555 Madison Ave	9th Fl	New York	NY	10022	212-765-0964	ahalperin@halperinlaw.net
Hogan & Hartson LLP	Scott Golden	875 Third Ave		New York	NY	10022	212-918-3100	sagolden@hhlaw.com

EXHIBIT L

Company	Contact	Address 1	Address 2	City	State	Zip	Fax	Email
Warner Norcross & Judd LLP	Gordon J Toering	900 Fifth Third Center	111 Lyon St NW	Grand Rapids	MI	49503	616-222-2185	gtoering@wnj.com
Burr & Forman LLP	Michael Leo Hall	420 North 20th St	Suite 3100	Birmingham	AL	35203	205-244-5651	mhall@burr.com
Margulies & Levinson LLP	Jeffrey M Levinson	30100 Chargin Boulevard		Cleveland	OH	44124	216-514-4936	jml@ml-legal.com
Merrill Stone	Kelly Drye & Warren LLP	101 Park Ave		New York	NY	10178	212-808-7898	
PBGC	Jeffrey Cohen	1200 K Street NW	Suite 340	Washington	DC	20005	202-326-4112	
Boult Cummings Connors & Berry PLC	Roger Jones Austin McMullen	1600 Division St	Suite 700	Nashville	TN	37203	615-252-6323 615-252-6307	rjones@bccb.com
Daniels & Kaplan PC	Jay Selanders	2405 Grand Blvd	Suite 900	Kansas City	MO	64108	816-221-3006	selanders@danielsandkaplan.com
Bose McKinney & Evans LLP	Jeanette Eisan Hinshaw	135 North Pennsylvania St	Suite 2700	Indianapolis	IN	46204	317-223-0296	hinshaw@boselaw.com
Barnes & Thornburg LLP	Michael McCrory Wendy Brewer	11 S Meridian St		Indianapolis	IN	46204	317-231-7433	michael.mccrory@btaw.com
Bose McKinney & Evans LLP	Jeanette Eisan Hinshaw	135 North Pennsylvania St	Suite 2700	Indianapolis	IN	46204	317-223-0296	hinshaw@boselaw.com
Barnes & Thornburg LLP	John Gregg	300 Ottawa Ave NW	Suite 500	Grand Rapids	MI	49503	616-742-3999	jgregg@btaw.com
Bose McKinney & Evans LLP	Jeanette Eisan Hinshaw	135 North Pennsylvania St	Suite 2700	Indianapolis	IN	46204	317-223-0296	hinshaw@boselaw.com
Miller Canfield Paddock & Stone PLC	Jonathan S Green Timothy A Fusco	150 W Jefferson	Suite 2500	Detroit	MI	48226	313-496-8450 313-496-8453	fusco@millercanfield.com
Phillips Nizer LLP	Sandra A Riemer Candice Frost	666 Fifth Ave		New York	NY	10103	212-262-5152	sriemer@phillipsnizer.com
Waller Lansden Dortch & Davis PLLC	David E Lemke Robert J Wilhoelter	511 Union St	Suite 2700	Nashville	TN	37219	615-244-6804	david.lemke@wallerlaw.com
Seyfarth Shaw LLP	Robert W Dremluk Paul M Baisier	1270 Ave of the Americas	Suite 2500	New York	NY	10020	212-218-5526	rdremluk@seyfarth.com
Seyfarth Shaw LLP	Robert W Dremluk Paul M Baisier	1270 Ave of the Americas	Suite 2500	New York	NY	10020	404-892-7056	pbaisier@seyfarth.com
Curtis Mallet Prevost Colt & Mosle LLP	Steven Reisman	101 Park Ave		New York	NY	10178	212-697-1559	sreisman@cm-p.com
Curtis Mallet Prevost Colt & Mosle LLP	Steven Reisman	101 Park Ave		New York	NY	10178	212-697-1559	sreisman@cm-p.com
Sanford P Rosen & Associates PC	Sanford P Rosen & Kenneth M Lewis	747 Third Ave		New York	NY	10017	212-223-1102	klweis@rosenpc.com
Schafer & Weiner PLLC	Daniel J Weiner Ryan D Heilman	40950 Woodward Ave	Suite 100	Bloomfield Hills	MI	48304	248-642-2127	
Goodwin Procter LLP	Allan S Brilliant Emanuel C Grillo Brian W Harvey	599 Lexington Ave		New York	NY	10022	212-355-3333	bharvey@goodwinprocter.com
Barnes & Thornburg LLP	Patric E Mears	300 Ottawa Ave NW	Suite 500	Grand Rapids	MI	49503	616-742-3999	pmears@btaw.com
Vorys Sater Seymour & Pease LLP	Robert J Sidman Robert A Bell	52 East Gay St	PO Box 1008	Columbus	OH	43215	614-719-4962	
Robert L Eisenbach III	Gregg S Kleiner	101 California ST	5th Fl	San Francisco	CA	94111	415-693-2222	reisenbach@cooley.com
Vorys Sater Seymour & Pease LLP	Tiffany Strelow	52 East Gay St	PO Box 1008	Columbus	OH	43215	614-719-4663	
Brian D Spector		30 Columbia Turnpike		Florham Park	NJ	7932	973-593-4848	bspector@selawfirm.com
Pryor & Mandelup LLP	Kenneth Reynolds	675 Old Country Road		Westbury	NY	11590	516-333-7333	kar@prymandelup.com
Simpson Thacher & Bartlett LLP	Brude D Angiolillo Kenneth Ziman William T Russell Jr	425 Lexington Ave		New York	NY	10017	212-455-2502	
Cleary Gottlieb Steen & Hamilton LLP	Deborah M Buell	One Liberty Plaza		New York	NY	10006	212-225-3999	maofiling@cgsh.com
Porzio Bromberg & Newman PC	John S Mairo Brett S Moore	100 Southgate Parkway		Morristown	NJ	7960	973-538-5146	jsmairo@pbnlaw.com
Sanford P Rosen & Associates PC	Sanford P Rosen & Kenneth M Lewis	747 Third Ave		New York	NY	10017	212-223-1102	klweis@rosenpc.com
Schafer & Weiner PLLC	Daniel J Weiner Ryan D Heilman	40950 Woodward Ave	Suite 100	Bloomfield Hills	MI	48304	248-642-2127	
Vorys Sater Seymour & Pease LLP	Carrie M Caldwell	2100 One Cleveland Center	1375 East Ninth St	Cleveland	OH	44114	216-937-3719	
Latham & Watkins LLP	Robert J Rosenberg Mitchell A Seider Mark A Broude	885 Third Ave		New York	NY	10022	212-751-4864	robert.rosenberg@lw.com, mitchell.seider@lw.com, mark.broude@lw.com
Klestadt & Winters LLP	Tracy L Klestadt	232 Madison Ave	17th Fl	New York	NY	10017	212-972-2245	tklestadt@klestadt.com
Greensfelder Hemker & Gale PC	Cherie Macdonald J Patrick Bradley	12 Wolf Creek Drive	Suite 100	Swansea	IL	62226	618-257-7353 314-241-8624	
Halperin Battaglia Raicht LLP	Alan D Halperin Christopher J Battaglia	555 Madison Ave	9th Fl	New York	NY	10022	212-765-0964	ahalperin@halperinlaw.net
Hogan & Hartson LLP	Scott Golden	875 Third Ave		New York	NY	10022	212-918-3100	sagolden@hhlaw.com

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COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY	FAX
Adrian City Of		Treasurers Office	100 E Church St	Adrian	MI	49221	US	
Adrian City Of		Treasurers Office	100 E Church St	Adrian	MI	49221	US	
Aep Public Svc Co Oklahoma		PO Box 24421		Canton	OH	44701	US	
Alabama Gas Corporation		PO Box 2224		Birmingham	AL	35246	US	
Alabama Power Co		PO Box 11407		Birmingham	AL	35246	US	
Alltel		Building 4 Fifth Fl		Little Rock	AR	72202	US	
Amherst Commerce Park		4508 Main St		Amherst	NY	14226	US	
Anderson City Utilities		120 East 8th St		Anderson	IN	46016	US	
Anr Pipeline Company	Transportation Services	9 Greenway Plaza		Houston	TX	77046	US	
Anxe		2000 Town Ctr	Ste 2050	Southfield	MI	48075	US	
Aquila Inc	Aquila Networks Mgu	Burt Watkins Principal Account Exec	1708 Eaton Dr	Grand Haven	MI	49417	US	
Aquila Inc		20 West 9th St		Kansas City	MO	64105	US	
Aquila Inc	Gas Supply Division	Attention Deb Langle	7101 Mercy Rd	Omaha	NE	68106	US	
At and T Agn		30500 Van Dyke Ave	Ste 610	Warren	MI	48093	US	
At and T Business Solutions		30500 Van Dyke Ave	Ste 610	Warren	MI	48093	US	
At and t Wireless		30500 Van Dyke Ave	Ste 610	Warren	MI	48093	US	
Avaya		17225 Federal Dr Room	Ste 180	Allen Pk	MI	48101	US	
Brookhaven City Of		Water Dept	PO Box 560	Brookhaven	MS	39602	US	601-833-1412
Buena Vista Wtr and Swr Dept		1160 S Outer Dr		Saginaw	MI	48601	US	
Burton City Of Mi		4303 S Ctr Rd		Burton	MI	48519	US	
Centerpoint Energy Entex		PO Box 4981		Houston	TX	77210	US	
Central Power and Light Co		Cpl Retail Energy	PO Box 22136	Tulsa	OK	74121	US	
Chemical Reclamation Svcs Inc		405 Powell St		Avalon	TX	76623	US	
Cinergy Psi		PO Box 740399		Cincinnati	OH	45274	US	
Cinergy Psi		PO Box 740399		Cincinnati	OH	45274	US	
Citizens Gas and Coke Utility		PO Box 7056		Indianapolis	IN	46207	US	
Citizens Gas Fuel Company		127 North Main St		Adrian	MI	49221	US	
Clinton City Of		PO Box 156		Clinton	MS	39060	US	601-925-4605
Coenergy Trading Company	Attn Contract Admin	414 S Main St Ste 200		Ann Arbor	MI	48104	US	
Coenergy Trading Company	Attn Deal Assistant	414 S Main St Ste 200		Ann Arbor	MI	48104	US	
Coenergy Trading Company	Attn Gas Accounting	414 S Main St Ste 200		Ann Arbor	MI	48104	US	
Colliers Turley Martin Tckr		Colliers Turley Martin Tucker	4678 World Pkwy Circle	St Louis	MO	63134	US	
Columbia Gas Of Ohio	Director Gas Transport Marketing	200 Civic Ctr Dr	PO Box 117	Columbus	OH	43216	US	
Columbia Gas Ohio Sequent Energy Mg	Attn Contract Admin	1200 Smith Ste 900		Houston	TX	77002	US	
Columbia Gas Ohio Sequent Energy Mg	Gas Accounting	1200 Smith Ste 900		Houston	TX	77002	US	
Columbia Gas Ohio Sequent Energy Mg	Confirmations	1200 Smith Ste 900		Houston	TX	77002	US	
Columbia Gas Transmission Corp	Director Transportation And Exchange	PO Box 1273		Charleston	WV	25325	US	800-628-4867
Columbia Pwr and Wtr Systems		PO Box 379		Columbia	TN	38402	US	573-443-6875
Columbus City Of		PO Box 182882		Columbus	OH	43218	US	
Commonwealth Edison		Bill Payment Ctr		Chicago	IL	60668	US	
Conocophillips Co	Steve Salato	Attn Natural Gas Accounting	PO Box 2197	Houston	TX	77252-2197	US	
Conocophillips Co	Steve Salato	Attn Contract Administration Gas and Power	PO Box 2197	Houston	TX	77252-2197	US	281-293-5914
Conocophillips Co	Steve Salato	Attn Conoco Phillips Gas and Power	PO Box 2197	Houston	TX	77252	US	281-293-5914
Constellation Newenergy		Dept 4073	PO Box 2088	Milwaukee	WI	53201	US	262-506-6611
Constellation Newenergy Gas		Section 2059		Carol Stream	IL	60132	US	
Constellation Newenergy Gas		Section 2059		Carol Stream	IL	60132	US	
Consteltn Newengy		PO Box 642399		Pittsburgh	PA	15264	US	410-230-4659
Consumers Energy		PO Box 30090		Lansing	MI	48909	US	800-363-4806
Consumers Energy		Account Receivables Dept		Lansing	MI	48937	US	
Consumers Energy		1945 W Parnall Rd	Room P 11 433	Jackson	MI	49201	US	
Consumers Power		Account Receivables Dept		Lansing	MI	48937	US	
Coopersville City Of		289 Danforth		Coopersville	MI	49404	US	
Coral Energy Resources Lp	Randy Ward	Attn Gas Accounting	909 Fannin Ste 700	Houston	TX	77010	US	
Coral Energy Resources Lp	Attn Energy Admin	909 Fannin Ste 700		Houston	TX	77010	US	
Coral Energy Resources Lp	Randy Ward	Attn Energy Admin	909 Fannin Ste 700	Houston	TX	77010	US	
Cortland City Of		400 N High St		Cortland	OH	44410	US	
Covad		110 Rio Robles		San Jose	CA	95134	US	
Dayton Power and Light		PO Box 2631		Dayton	OH	45401	US	
Dayton Power and Light Co		PO Box 740598		Cincinnati	OH	45274	US	
Dayton Water Dept City Of		PO Box 740575		Cincinnati	OH	45274	US	937-333-2833

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COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY	FAX
Detroit Edison Co		PO Box 67 069a		Detroit	MI	48267	US	
Dominion East Ohio		PO Box 26785		Richmond	VA	23261	US	
Downers Grove Sanitary Dist		2710 Curtiss St	PO Box 1412	Downers Grove	IL	60515	US	
Downers Grove Village Of		Civic Ctr	801 Burlington Ave	Downers Grove	IL	60515	US	
Dpl Energy Resources		1065 Woodman Dr		Dayton	OH	45432	US	
Dte Energy		PO Box 2859		Detroit	MI	48260	US	
Dte Energy		PO Box 67 069a		Detroit	MI	48267	US	
East Ohio	Director Large Volume Sales	The East Ohio Gas Company	1717 East Ninth St	Cleveland	OH	44101	US	
Eds	Eds Delphi Infrastructure	Client Delivery	Ms 1a 5055 Corporate Dr	Troy	MI	48084	US	
El Paso Electric Co		PO Box 20982		El Paso	TX	79998	US	
El Paso Water Utils Pub Svc		PO Box 511		El Paso	TX	79961	US	
Entergy Ms Power and Light		PO Box 61825		New Orleans	LA	70161	US	
Eq Heritage		8720 Robbins Rd		Indianapolis	IN	46268	US	
Erie Cnty Dept Environ Serv		2900 Columbus Ave Annex	PO Box 549	Sandusky	OH	44871	US	
Erie Cnty Water Authority		PO Box 5148	350 Ellicott Sq Bl	Buffalo	NY	14240	US	
Fitzgerald Wtr Lgt and bond Com		Po Drawer F		Fitzgerald	GA	31750	US	229-4265443
Flint City Of		PO Box 1950		Flint	MI	48501	US	810-766-7032
General Oil Company Inc		31478 Industrial Rd	Ste 100	Livonia	MI	48150	US	
Genesee County Drain Comm		Water and Waste Services	G 4610 Beecher Rd	Flint	MI	48532	US	
Georgia Power Company		PO Box 102473	68 Annex	Atlanta	GA	30368	US	404-506-3771
Henrietta Town Of		475 Calkins Rd		Henrietta	NY	14467	US	
Henry County Remc		PO Box D	201 N 6th St	New Castle	IN	47362	US	
Heritage Crystal Clean Llc		PO Box 68123		Indianapolis	IN	46268	US	847-836-5677
Heritage Interactive Services		8720 Robbins Rd		Indianapolis	IN	46268	US	
Hesco Houston Energy Svcs Co		PO Box 3989		McAllen	TX	78502	US	713-463-5032
Icg Communications	Reseller Of Qwest Colorado Facility	161 Inverness Dr West		Englewood	CO	80112	US	
Indiana American Water Comp		PO Box 5127		Carol Stream	IL	60197	US	
Indiana Michigan Power Comp		PO Box 24412		Canton	OH	44701	US	
Indianapolis Power and Light Co		PO Box 110		Indianapolis	IN	46206	US	
Indianapolis Water Company		PO Box 1990		Indianapolis	IN	46206	US	317-263-6414
Intercall		542 Oak Tree Court		Simi Valley	CA	93065	US	
Irvine Ranch Water District		PO Box 57500		Irvine	CA	92619	US	
Irwin Electric Membership Corp		PO Box 125		Ocilla	GA	31774	US	229-468-7415
Kinder Morgan		PO Box 3000		Scottsbluff	NE	69363	US	
Kokomo Gas and Fuel Company		900 East Blvd	PO Box 9015	Kokomo	IN	46904	US	
Kokomo Wastewatercity Of		PO Box 1209		Kokomo	IN	46903	US	
Laurel Pub Utilcity Of		PO Box 647		Laurel	MS	39441	US	
Ldmi Telecommunication Ideal Tech		27777 Franklin Rd	Ste 500	Southfield	MI	48034	US	
Lea Land Inc		1300 West Main St		Oklahoma City	OK	73106	US	
Limestone County Commission		310 W Washington St		Athens	AL	35611	US	
Limestone County Wtr and Swr		PO Box 110		Athens	AL	35612	US	256-233-8036
Little Thompson Water District		835 East Hwy 56		Berthoud	CO	80513	US	
Lockport City Of		One Locks Plaza		Lockport	NY	14094	US	
Lockport Energy Associates		5087 Junction Rd		Lockport	NY	14094	US	
Lockport Town Of		6560 Dysinger Rd		Lockport	NY	14094	US	
Magic Valley Electric Coop		PO Box 267		Mercedes	TX	78570	US	
Marquette County Of		Sawyer Business Ctr	417 A Ave	Gwinn	MI	49841	US	
Mci		One Towne Square	Ste 900	Southfield	MI	48076	US	
Michigan Consolidated	Vice President Marketing And Sales	500 Griswold St		Detroit	MI	48226	US	
Military Highway Wsc		PO Box 250		Progreso	TX	78579	US	
Mississippi Power Company		PO Box 245		Birmingham	AL	35201	US	
Mississippi Valley Gas Co		PO Box 9001949		Louisville	KY	40290	US	
Monroe Cnty Water Authority		PO Box 41999		Rochester	NY	14614	US	585-442-0220
Montgomery Cnty San Eng Dept		1850 Spaulding Rd	PO Box 817601	Dayton	OH	45481	US	
Nao North American Operations		Dept 78056	PO Box 78000	Detroit	MI	48278	US	
National Fuel Resources		165 Lawrence Bell Dr Ste 120		Williamsville	NY	14221	US	
National Fuel Resources Inc		PO Box 5161		Buffalo	NY	14240	US	716-630-6798
Ncl Natural Resources Llc		25231 Grogans Mill Rd		The Woodlands	TX	77380	US	
New Brunswick City Of		PO Box 269		New Brunswick	NJ	08903	US	732-214-1941
New Castle City Of		227 N Main St		New Castle	IN	47362	US	

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COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY	FAX
New York Power Authority		4 Chase Metrotech Ctr	7th Fl East Lockbox 5253	Brooklyn	NY	11245	US	
New York State Elec and Gas		PO Box 5550		Ithaca	NY	14852	US	
Nextel		27755 Stansbury Blvd		Farmington Hills	MI	48334	US	
Niagara Mohawk		300 Erie Blvd West		Syracuse	NY	13252	US	
Nicor Gas		PO Box 632		Aurora	IL	60507	US	630-983-4229
North Alabama Gas District		PO Box 2590		Muscle Shoals	AL	35662	US	256-386-0627
Ny State Elec and Gas		PO Box 5240		Binghamton	NY	13902	US	
Nyseg Gas		150 Erie St		Lancaster	NY	14086	US	
Nyseg Gas	Attn Gas Transportation and Billing	18 Link Dr	PO Box 5224	Binghamton	NY	13902	US	
Oak Creek City Of		PO Box 68 9975		Milwaukee	WI	53268	US	414-768-9587
Ohio Edison Company		PO Box 3637		Akron	OH	44309	US	
Ohio Edison Company		PO Box 3687		Akron	OH	44309	US	
Oil Chem Inc		PO Box 7438 711 W 12th St		Flint	MI	48503	US	
Oklahoma Natural Gas Co		PO Box 871		Tulsa	OK	74102	US	
Olathe City Of		1385 S Robinson Dr	PO Box 2100	Olathe	KS	66051	US	
Oneok Energy Marketing		PO Box 502890		St Louis	MO	63150	US	
Onyx Environmental Svcs Llc		PO Box 73709		Chicago	IL	60673	US	
Orion Charter Township		2525 Joslyn Rd		Lake Orion	MI	48360	US	
Panhandle Eastern Pipeline Company		5400 Westheimer Ct		Houston	TX	77056	US	
Pepco Energy Services		1300 N 17th St	Ste 1600	Arlington	VA	22209	US	
Portage Cnty Wtr Resources		449 S Meridian St	PO Box 1217	Ravenna	OH	44266	US	
Pse and g		PO Box 14101		New Brunswick	NJ	08906	US	
Qwest		20750 Civic Ctr Dr		Southfield	MI	48076	US	
Qwest Colorado Facility		Payment Ctr		Denver	CO	80244	US	
Qwest Interprises		Payment Ctr		Denver	CO	80244	US	
Ravenna City Of		PO Box 1215		Ravenna	OH	44266	US	330-297-2164
Rineco Chemical Industries		819 Vulcan Rd	PO Box 729	Benton	AR	72015	US	
Rochester City Of		PO Box 14270		Rochester	NY	14614	US	
Rochester Gas and Electric		PO Box 5000		Ithaca	NY	14852	US	
Rochester Gas and Electric	Manager Gas Supply Services	Rochester Gas and Electric Corp	89 East Ave	Rochester	NY	14649	US	
Rootstown Water Service Co		PO Box 94	4332 Tallmadge Rd	Rootstown	OH	44272	US	
Safety Kleen Oil Services		601 Riley Rd East		Chicago	IN	46312	US	
Saginaw City Of Wtr and Swr		Treasurer	PO Box 5079	Saginaw	MI	48605	US	989-759-1467
Sbc		35275 Industrial Rd		Livonia	MI	48150	US	
Sbc Pagars		32255 North Western Hwy		Farmington Hills	MI	48334	US	
Semcoenergy Gas Company		PO Box 79001		Detroit	MI	48279	US	
Seminole Energy Services	Attn Joe Cuzalina	1323 E 71st St Ste 300		Tulsa	OK	74136	US	
Seminole Energy Services	Attn David Inman	1323 E 71st St Ste 300		Tulsa	OK	74136	US	
Seminole Energy Services	Mark Wolf	1323 E 71st St Ste 300		Tulsa	OK	74136	US	
Seminole Energy Services	Payments	Dept 1886		Tulsa	OK	74182	US	
Sequent Energy Management	Attn Contract Admin	1200 Smith Ste 900		Houston	TX	77002	US	
Sequent Energy Management	Attn Deal Assistant	1200 Smith Ste 900		Houston	TX	77002	US	
Sequent Energy Management	Attn Gas Accounting	1200 Smith Ste 900		Houston	TX	77002	US	
Shelby Twp Dept Of Pub Wks		6333 23 Mile Rd		Shelby Twp	MI	48316	US	
Skytel		1 Towne Square		Southfield	MI	48076	US	
Southern California Edison		PO Box 600		Rosemead	CA	91771	US	
Southern California Gas Co		PO Box C		Monterey Pk	CA	91756	US	
Sprint United		38701 W Seven Mile Rd	Ste 400	Livonia	MI	48152	US	
St Vrain Sanitation District		11307 Busiess Pk Circle		Firestone	CO	80504	US	
Tennessee Valley Authority		PO Box 1000 Dept 87		Memphis	TN	38148	US	
Teris Llc DbA Ensco		PO Box 751563		Charlotte	NC	28275	US	870-864-3870
Texas Gas Service		PO Box 269042		Oklahoma City	OK	73126	US	
The Water Works and Sewer Brd		PO Box 800		Gadsden	AL	35902	US	256-549-4678
Town Of Frederick		PO Box 435		Frederick	CO	80530	US	303 833-3817
Troy City Of		Drawer 0103	PO Box 33321	Detroit	MI	48232	US	
Trumbull County Wtr and Swr		Accounts Receivables Dept	842 Youngstown Kingsville Rd	Vienna	OH	44473	US	
Tulsa Utils Svc City Of		Utilities Services		Tulsa	OK	74187	US	
Tuscaloosa City Of		Water and Sewer Dept	PO Box 2090	Tuscaloosa	AL	35403	US	
Txu Energy		PO Box 660161		Dallas	TX	75266	US	
Txu Energy Retail Company		PO Box 910015		Dallas	TX	75391	US	877-460-4261

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COMPANY	CONTACT	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	COUNTRY	FAX
Txu Lone Star Pipeline		PO Box 910255		Dallas	TX	75391	US	
Txu Lone Star Pipeline	Attn Transportation Contract Admin	301 S Harwood St Ste 801 North		Dallas	TX	75201	US	
Ugi Energy Services	Attn Teresa Price	1100 Berkshire Blvd Ste 305		Wyomissing	PA	19610	US	
United Cities Gas Company		PO Box 660062		Dallas	TX	75265	US	
United Power		Dept 535		Denver	CO	80281	US	
United Water		PO Box 6548		Laredo	TX	78042	US	
Upper Peninsula Power Co		PO Box 19076		Green Bay	WI	54307	US	
Vandalia City Of		333 James E Bohanan Memrial Dr		Vandalia	OH	45377	US	
Vectren Energy Delivery		PO Box 6248		Indianapolis	IN	46206	US	
Vectren Energy Delivery		PO Box 6262		Indianapolis	IN	46206	US	
Vectren Energy Delivery Of Ohio		20 N W Fourth St	PO Box 569	Evansville	IN	47741	US	
Vectren Energy Indiana Gas		1630 North Meridian St		Indianapolis	IN	46202	US	
Verizon		375 Pearl St		New York	NY	10038	US	
Verizon Wireless		26935 Northwestern Hwy	Ste 100	Southfield	MI	48034	US	
Verizon Wireless Messaging		PO Box 1510		Albany	NY	12203	US	
Warren City Of Pollution Control		Sewerage Revenue Fund	2323 MAIN AVE	Warren	OH	44481	US	
Warren City Ofutil Srvc		580 Laird Ave Se	PO Box 670	Warren	OH	44482	US	
Waste Mgmt Of Orange County		PO Box 78261		Pheonix	AZ	86062	US	
Westar Energy		PO Box 758500		Topeka	KS	66675	US	
Western Disposal		Dept 52		Denver	CO	80281	US	
Westfield Public Works		2728 E 171st St		Westfield	IN	46074	US	
Wichita Falls City Of		PO Box 1440		Wichita Falls	TX	76307	US	
Wisconsin Electric Gas	Gas Operations Lake Geneva	120 East Sheridan Springs Rd		Lake Geneva	WI	53147	US	
Wisconsin Electric Power Co		PO Box 2089		Milwaukee	WI	53201	US	
Wyoming City Of		PO Box 630422		CINCINNATI	OH	45263	US	616-530-3177

EXHIBIT N

Company	Contact	Address 1	Address 2	City	State	Zip	Country
AON Risk Services of Michigan		3000 Town Center	Suite 3000	Southfield	MI	48075	US
Cananwill Inc	Robert McGann	1000 Milwaukee Ave		Glenview	IL	60025	US
Cananwill Inc		1234 Market St	Ste 340	Philadelphia	PA	19107	US

EXHIBIT O

Company	Contact	Address 1	Address 2	City	State	Zip
Bank of Lincolnwood		4433 W Touhy Ave		Lincolnwood	IL	60712
Pacific Rim Capital Inc		One Jenner	Suite 170	Irvine	CA	92618

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Company	Contact	Address 1	Address 2	City	State	Zip
Phillips Lytle LLP	Alan Hill	437 Madison Ave	34th Fl	New York	NY	10022
Phillips Lytle LLP	William J Brown	3400 HSBC Center		Buffalo	NY	14203
HSBC Bank USA National Association	Office of the General Counsel	One HSBC Center		Buffalo	NY	14203

EXHIBIT Q

Company	Contact	Address 1	Address 2	City	State	Zip
DuraSwitch Industries Inc	Bob Brilon	234 South Extension	Section 103	Mesa	AZ	85210